

LETTER OF AGREEMENT

**RE: Van Haren Street
Florence Unified School District – Town of Florence**

This Letter of Agreement is written to finalize a verbal agreement between Chris Salas (Florence Public Works Director) and Florence Unified School District, regarding the reconstruction of Van Haren Street adjacent to the school district's frontage. The letter will document the responsibilities of each party regarding the reconstruction of Van Haren Street.

Per our verbal discussions, we have mutually agreed that:

1. The Town will procure a contractor.
2. The Town will award a construction contract.
3. The Town will process and obtain the necessary permits.
4. The Town will manage the construction project.
5. The Town will perform all engineering inspections necessary.
6. The Town will handle all contract administration as well as processing any invoices regarding the project.
7. The Florence Unified School District will pay the Town \$49,999.83 within 30 days of the Town receiving the final invoice from the contractor.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement the parties agree as follows:

1. **TERM.** This Agreement shall commence upon execution by both parties hereto and shall terminate one (1) year thereafter unless terminated sooner as provided in paragraph 9 below.

2. **INDEMNIFICATION BY TOWN OF FLORENCE.** To the extent provided by law, Town of Florence shall indemnify, defend and hold harmless Florence Unified School District, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by Florence Unified School District on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of Town of Florence, its employees, agent or anyone acting on Town of Florence's behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

3. **INDEMNIFICATION BY FLORENCE UNIFIED SCHOOL DISTRICT.** To the extent provided by law, Florence Unified School District shall indemnify, defend and hold harmless the Town of Florence, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by the Town of Florence on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of Florence Unified School District, its employees, agent or anyone acting on Florence Unified School District behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that all services provided under this Agreement are being performed by Florence Unified School District as an independent contractor and not as an employee or agent of Town of Florence. This Agreement is not intended to constitute, create, give rise to or otherwise recognize any agency, partnership or joint venture agreement or relationship of any kind or create an employer/employee relationship between Florence Unified School District and Town of Florence and their respective employees, subcontractors, subcontractors' employees or any other persons.

5. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not create any third-party beneficiary right to any person or entity who is not a party to this Agreement.

6. WORKERS COMPENSATION. Each party hereto shall be responsible for its own employees' workers' compensation claim, if any arises under the performance of this Agreement.

7. ASSIGNMENT. This Agreement is non-assignable in whole or in part by either party hereto.

8. NOTICE. All notices and other communications connected with this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a U.S. mail box, in a postage, prepaid envelope addressed to the other party to the address provided herein:

Florence Unified School District
Chris Knutsen
PO Box 2850
Florence, Arizona 85132

Town of Florence
Attn. Clerk's Office
P.O. Box 2670
Florence, Arizona 85132

9. TERMINATION. This Agreement may be terminated at any time and for any reason by either party giving the other party at least thirty (30) days prior written notice of such termination.

10. APPLICABLE LAW. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

11. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

12. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

13. SEVERABILITY. The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

14. CANCELLATION. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. ISRAEL BOYCOTT PROVISION. Each party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

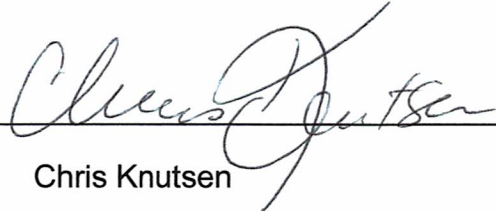
16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original.

TOWN OF FLORENCE, a political subdivision Arizona municipal corporation of the State of Arizona and the Florence Unified School District.

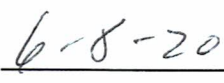
By: _____

Brent Billingsley, Town Manager

Date

By:  _____


Chris Knutsen

 _____

Date

APPROVED AS TO FORM AND WITHIN
THE POWERS AND AUTHORITY
GRANTED TOWN OF FLORENCE UNDER
THE LAWS OF THE STATE OF ARIZONA:

Town Attorney

	<h2 style="margin: 0;">TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3 style="margin: 0;"><u>AGENDA ITEM</u></h3>
<p>MEETING DATE: June 1, 2020</p> <p>DEPARTMENT: Public Works</p> <p>STAFF PRESENTER: Christopher A. Salas, Public Works Director Town Engineer</p> <p>SUBJECT: Approval to enter into a letter of agreement with the Florence Unified School District to provide a 3" asphalt overlay on Van Haren Street.</p>		<div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other </div>
<p>STRATEGIC PLAN REFERENCE:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input checked="" type="checkbox"/> Community Vitality</div> <div style="width: 33%;"><input type="checkbox"/> Economic Prosperity</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Leadership and Governance</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Partnership and Relationships</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Transportation and Infrastructure</div> <div style="width: 33%;"><input type="checkbox"/> Statutory</div> <div style="width: 33%;"><input type="checkbox"/> None</div> </div>		

RECOMMENDED MOTION/ACTION:

Motion to enter into a letter of agreement with the Florence Unified School District to provide a 3" asphalt overlay on Van Haren Street.

BACKGROUND/DISCUSSION:

Van Haren Street (exhibit 1) is an 800' x 28" street that provides access to the Mormon Church and Florence High School adjacent to South Main Street. There are no residents on this street. Van Haren Street was chip sealed approximately 4 years ago but is falling apart and extremely bumpy. This street has heavy bus traffic during the school year from Florence High School. Florence Unified School District is contributing \$49,999.83 towards the project. If the school district fails to sign the agreement the project will be cancelled.

A VOTE OF NO WOULD MEAN:

Van Haren Street would continue to deteriorate and be an unsafe passage for school buses.

A VOTE OF YES WOULD MEAN:

Van Haren Street would be reconstructed, and the Town would receive \$49,999.83.

FINANCIAL IMPACT:

There is no cost to the Town for the letter of agreement.

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- Letter of Agreement

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ATTACHMENTS:

- Letter of Agreement

Adjacent Ways

Validation Submission Form

District



ADJACENT WAYS VALIDATION - SFBADJW-16

Required fields are highlighted with red text.

A.R.S. 15-995 Special district assessment for adjacent ways by school district

Submission ID: 2378

Processing Status: Information Requested 6/5/2020 8:59:35 AM

District: Florence Unified School District

▼ Required

Contact Person: Mark Gomes

Required

Contact Phone: 520-709-1998

Required

Contact Email: mgomes@fUSDaz.org

Required

School Site: Florence High School

▼

Site Address: 1000 So. Main St.
Florence Az.

Required

Project Title: Town of Florence, Van Haren St.Joint Project

Required

Project Description: Florence High Transportation /Fire lane access, enters Van Haren St. going west off of main street to the designated drop site. Van Haren St, presently in poor condition. The asphalt has rolled and creates a extremely rough -dangerous driving conditions which require numerous repairs to transportation vehicles. The Town of Florence has agreed to partner on the reconstruction of Van Haren St.with Florence Unified School District utilizing off site adjacent ways funding.5/18/

Required

Estimated Timeframe: Start: 5/18/2020 End: 5/31/2020 Required

Estimated Cost: Total Amount: \$122,055.71 Adjacent Ways Amount: \$49,999.83 Required

Required ---->

Click here to attach official selected proposal

When Available ---->

Click here to attach Architect / Engineering Documents

As Needed ---->

Click here to attach optional or requested documents

Attachments

Name	Type	Date Modified	Size
AandE_van haren Adj way color map.pdf	PDF file	5/6/2020 9:51:11 AM	624 KB
AdjacentWaysSubmission.pdf	PDF file	6/2/2020 8:27:12 AM	57 KB
misc_2378 LETTER OF AGREEMENT.pdf	PDF file	6/2/2020 8:26:54 AM	1,505 KB
proposal_ScheduleOfValuesAdjWays Cactus 3-25-2020 REVISED.xlsx	Microsoft Excel document	5/6/2020 10:14:52 AM	40 KB

Status History

Status Date	Status
6/5/2020 8:59:35 AM	Information Requested
6/2/2020 8:27:10 AM	Resubmitted
6/2/2020 8:25:43 AM	Information Requested
6/2/2020 7:36:35 AM	Submitted

Save

Cancel Changes

Return to List

Print

Liaison Contact Information Mary Morrison
mmorrison@azsfb.gov
602-542-6567

Permission: [Edit](#)

revised 8/24/2018

Page 1 of 4

Schedule of Values

revised 8/24/2018

			Cost per Unit		Other On-Site Funding	Off-Site Adjacent Ways
	= Cells to be completed - as required	Quantity	(no markup)	District Cost	(Adjacent Ways, etc.)	
Div 7	THERMAL/MOISTURE					
07 10 00	waterproofing/dampproofing					
07 20 00	building insulation					
07 21 00	foam roof					
07 25 00	weather barrier					
07 31 00	roof shingles					
07 32 00	roof tiles					
07 50 00	membrane roofing					
07 60 00	metal roof					
07 60 00	general sheet metal					
07 72 00	roof accessories					
07 81 00	sprayed fireproofing					
07 84 00	firestopping					
07 95 00	roof expansion joint					
07 92 00	joint sealants					
	Division 7 total	0.00		\$0.00	\$0.00	\$0.00
Div 8	OPENINGS					
81 10 00	doors & frames					
08 33 00	overhead doors					
08 40 00	storefronts					
08 44 00	curtain walls					
08 50 00	windows					
08 60 00	skylights					
08 70 00	hardware					
08 71 13	automatic doors					
08 79 00	knox box					
08 80 00	glass & glazing					
	Division 8 total	0.00		\$0.00	\$0.00	\$0.00
Div 9	FINISHES					
09 24 00	stucco/EIFS systems					
09 20 00	interior metal studs/gypsum board					
09 22 00	exterior metal stud framing					
09 23 00	decorative plaster					
09 51 00	acoustical ceilings					
09 31 00	ceramic tile					
09 65 00	resilient flooring					
09 68 00	carpet					
09 64 00	wood floors					
09 67 00	epoxy					
09 80 00	sound panels					
09 90 00	painting					
09 77 00	fiberglass reinforced panels					
	Division 9 total	0.00		\$0.00	\$0.00	\$0.00
Div 10	SPECIALTIES					
10 11 00	visual display boards					
10 14 00	signage					
10 21 13	toilet partitions & accessories					
10 21 23	cubicle track & curtain					
10 22 26	operable partitions/walls					
10 26 00	wall protection					
10 44 00	fire extinguishers & cabinets					
10 50 00	lockers					
10 56 13	storage shelving					
10 73 00	shelters					
10 73 13	awnings					
10 73 13	canopy/ramada					
10 75 00	flagpoles					
	Division 10 total	0.00		\$0.00	\$0.00	\$0.00

Schedule of Values

revised 8/24/2018

			Cost per Unit		Other On-Site Funding	Off-Site
	= Cells to be completed - as required	Quantity	(no markup)	District Cost	(Adjacent Ways, etc.)	Adjacent Ways
Div 11	EQUIPMENT					
11 16 16	floor safe					
11 41 00	kitchen equipment					
11 51 00	library equipment					
11 52 00	audio/visual equipment					
11 52 13	projection screens					
11 53 13	fume hoods					
11 61 43	stage curtain/equipment					
11 66 00	sports/PE equipment					
11 68 00	playground equipment					
11 68 23	site basketball courts					
11 68 33	ballfield backstop					
11 68 33	sports fields					
	Division 11 total	0.00		\$0.00	\$0.00	\$0.00
Div 12	FURNISHINGS					
12 20 00	window coverings					
12 31 00	metal casework					
12 32 16	plastic laminate casework					
12 61 00	auditorium seating					
12 93 13	bike racks					
12 93 23	trash enclosures					
	Division 12 total	0.00		\$0.00	\$0.00	\$0.00
Div 13	SPECIAL CONST					
13 00 00	equipment/storage enclosures					
13 11 00	swimming pools					
13 34 16	bleachers					
13 34 19	metal buildings					
	Division 13 total	0.00		\$0.00	\$0.00	\$0.00
Div 14	CONVEYING					
14 00 00	material handling					
14 20 00	elevators					
14 42 00	wheelchair lifts					
	Division 14 total	0.00		\$0.00	\$0.00	\$0.00
Div 21	FIRE SUPPRESSION					
21 10 00	fire protection/sprinklers					
	Division 21 total	0.00		\$0.00	\$0.00	\$0.00
Div 22	PLUMBING					
22 11 00	supply piping					
22 13 00	waste water piping					
22 31 00	water treatment (softner)					
22 32 00	water treatment (filtered)					
22 35 00	water heaters					
22 42 00	plumbing fixtures					
	Division 22 total	0.00		\$0.00	\$0.00	\$0.00
Div 23	MECHANICAL					
23 07 13	mechanical insulation					
23 50 00	HVAC - central plant (cooling)					
23 60 00	HVAC - central plant (heating)					
23 76 00	HVAC - evaporative					
23 80 00	HVAC - package units					
23 81 26	HVAC - split system					
	Division 23 total	0.00		\$0.00	\$0.00	\$0.00
Div 25	INTEGRATED AUTOMATION					
25 50 00	EMS					
	Division 25 total	0.00		\$0.00	\$0.00	\$0.00
Div 26	ELECTRICAL					
26 10 00	site electrical					
26 10 00	electrical					
26 30 00	generators					
26 56 00	exterior lighting					
	Division 26 total	0.00		\$0.00	\$0.00	\$0.00
Div 27	COMMUNICATIONS					
27 20 00	data cabling					
27 24 00	TV cabling					
27 30 00	intercom					
27 32 13	communications/phone					
	Division 27 total	0.00		\$0.00	\$0.00	\$0.00

Schedule of Values

revised 8/24/2018

			Cost per Unit	District Cost	Other On-Site Funding	Off-Site
	= Cells to be completed - as required	Quantity	(no markup)		(Adjacent Ways, etc.)	Adjacent Ways
Div 28	SAFETY AND SECURITY					
28 10 00	security system					
28 20 00	surveillance/alarm					
28 31 00	fire alarm system					
	Division 28 total	0.00		\$0.00	\$0.00	\$0.00
Div 31	EARTHWORK					
31 23 00	earthwork/mass excavation					
31 23 00	import/export dirt					
31 31 00	soil treatment - termite					
	Division 31 total	0.00		\$0.00	\$0.00	\$0.00
Div 32	EXTERIOR IMPROVEMENTS					
32 00 00	parking					
32 00 00	unusal site conditions					
32 10 00	asphalt/paving	405.00		\$104.46		\$42,306.00
32 13 00	site concrete					
32 13 00	sidewalks					
32 17 00	striping/signage					
32 31 13	chainlink fencing					
32 31 19	wrought iron fencing					
32 32 00	retaining walls					
32 80 00	irrigation					
32 90 00	landscaping					
	Division 32 total	42,410.46		\$104.46	\$0.00	\$42,306.00
Div 33	UTILITIES					
33 00 00	site utilities					
33 21 00	wells					
33 32 16	lift station					
33 36 00	septic system					
33 40 00	stormwater/drainage					
33 49 23	drywells					
	Division 33 total	0.00		\$0.00	\$0.00	\$0.00
	Subtotal	\$42,410.46		\$104.46	\$0.00	\$42,306.00
	A/E Fee		\$0.00			
7.18%	Contractor Fee		\$3,588.00			\$3,588.00
	Project Manager Fee		\$0.00			
	General Conditions		\$0.00			
0.00%	Contactor Contingency		\$0.00			
0.50%	Builders Risk/Liability Insurance		\$250.00			\$250.00
1.00%	Performance & Payment Bonds		\$500.00			\$500.00
6.50%	Sales Tax		\$3,251.37			\$3,251.37
	Subtotal	\$7,589.37		\$0.00	\$0.00	\$7,589.37
	Grand Guaranteed Maximum Price (GMP)	\$49,999.83				

Mark Gomes

From: Dan Cisco <Dan.Cisco@florenceaz.gov>
Sent: Friday, June 5, 2020 10:59 AM
To: Mark Gomes
Cc: Christopher Salas
Subject: RE: Van Haren St.

****External Email****

Hi Mark,

On the Schedule of Values Division 32, line 32 10 00 the 405 refers to tons of asphalt.

Thank you

Dan Cisco
Streets Superintendent
Public Works Department
Town of Florence
444 N. Warner Street
PO Box 2670
Florence, AZ 85132
Dan.cisco@florenceaz.gov

From: Mark Gomes <mgomes@fusdaz.org>
Sent: Friday, June 05, 2020 9:12 AM
To: Christopher Salas <Christopher.Salas@florenceaz.gov>
Cc: Dan Cisco <Dan.Cisco@florenceaz.gov>
Subject: Van Haren St.

My liaison at the Az. School Facility Board is new to the position. Therefore, we have a couple of changes . The policy states below \$50,000 does not require board review. She requested that our request and schedule of values reflect as such. Also, that the IGA reflect the same amount. And finally a email from your department stating that the 405 noted in the quantity column is yardage of Asphalt, AB or AC. I have attached the revised S O V for your use. Good news is it will be approved once received. Thankyou for all your assistance.

Mark Gomes
FUSD #1
Project Manager

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- Website: <http://www.florenceaz.gov>

Disclaimer #6955-149



To:	TOWN OF FLORENCE	Contact:	Dan Cisco
Address:	PO BOX 2670, 444 NORTH WARNER FLORENCE, AZ 85232	Phone:	520-868-7621
		Fax:	520-868-7637
Project Name:	Van Haren Road Reconstruct	Bid Number:	
Project Location:	Van Haren Road, Florence, AZ	Bid Date:	1/22/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Demo, 4" ABC, 3" AC					
6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic) <500 TNS	405.00	TON	\$123.75	\$50,118.75
9-1	Traffic Control (Not For Items No. 1-5)	1.00	LS	\$6,000.00	\$6,000.00
9-7	Miscellaneous Removals And Other Work	1.00	LS	\$58,000.00	\$58,000.00
	Remove Existing AC And ABC Up To 7" Thick, Prepare Subgrade, Place And Finish 4" Thick ABC Approx Area 2,400 SY				
Total Price for above Demo, 4" ABC, 3" AC Items:					\$114,118.75
Bid Price Subtotal:					\$114,118.75
Pinal County, State And Florence 6.96%:					\$7,936.96
Total Bid Price:					\$122,055.71

Notes:

- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices valid for 60 days unless otherwise noted.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Permits, Plans, Engineering, Survey, Staking, As-Built, Inspection, Landscape Areas, Weed Killer, Crack Routing, Crack-Sealing, Asphalt Patching, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coat, Concrete Structures, Irrigation or Pipe Work, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Signage, Parking Bumpers Removal or Replacement, Import, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Pricing Based off Pinal County JOC #175923

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Jeff Smith
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